

**THE RETIREMENT SYSTEMS
OF ALABAMA**

INVITATION TO BID

For:
**HITACHI IT
HARDWARE & SOFTWARE**

Agency Contact:

Edward Davis (334) 517-7130

Invitation to Bid No.: **14-017**

Mandatory Pre-bid Conference:

DATE: N/A TIME:

Bids Must be Received Before:

DATE: August 27, 2014 TIME: 5:00 PM

Bids Will be Publicly Opened

DATE: August 28, 2014 TIME: 10:00 AM

TO BE COMPLETED BY VENDOR

INFORMATION IN THIS SECTION SHOULD BE PROVIDED AS APPROPRIATE. BID RESPONSE MUST BE IN INK OR TYPED WITH ORIGINAL SIGNATURE AND NOTARIZATION.

- 1) DELIVERY: CAN BE MADE _____ DAYS OR _____ WEEKS AFTER RECEIPT OF ORDER.
- 2) TERMS: _____ (DISCOUNTS WILL BE CONSIDERED IN THE BID EVALUATION AND WILL BE TAKEN WITHOUT REGARD TO DATE OF PAYMENT).
- 3) PRICES VALID FOR ACCEPTANCE WITHIN _____ DAYS.
- 4) VENDOR'S QUOTATION REFERENCE NUMBER, IF ANY: _____ (THIS NUMBER WILL APPEAR ON PURCHASE ORDER)
- 5) FEDERAL EMPLOYER ID. NO. (IF NO FEIN, ENTER SSN) : _____
- 6) EMAIL: _____ WEB ADDRESS: _____

RETURN INVITATION TO BID:

REGULAR MAIL

RETIREMENT SYSTEMS OF ALABAMA
P.O. BOX 302150
MONTGOMERY, ALABAMA 36130-2150

COURIER

RETIREMENT SYSTEMS OF ALABAMA
201 SO. UNION STREET, SUITE 574
MONTGOMERY, ALABAMA 36104-4369

SIGNATURE AND NOTARIZATION REQUIRED

I have read the entire bid and agree to furnish each item offered at the price quoted. I hereby affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding.

Sworn to and subscribed
before me this

COMPANY NAME

AUTHORIZED SIGNATURE (INK)

_____, DAY OF _____, 20____

MAILING ADDRESS

TYPE / PRINT AUTHORIZED NAME

NOTARY PUBLIC

CITY, STATE, ZIP

TITLE

PHONE INCLUDING AREA CODE

FAX NUMBER

BID RESPONSE INSTRUCTIONS

- **READ ALL TERMS, CONDITIONS AND SPECIFICATIONS**
- Label your bid response envelope with the **BID NUMBER** and **OPENING DATE**. Bids not identified may be rejected.
- Submit your bid on time. **ALL LATE BIDS WILL BE REJECTED.** The Retirement Systems of Alabama assumes no responsibility for bid responses that are late due to the U.S. Postal Service, private courier service, or any other reason.
- **Bid responses must be signed and notarized. Signatures must be original, hand-written.**
- **Bid pricing must be submitted on the attached Price Sheet without modification and must include all requested information.**
- Any errors or corrections to a bid response should be initialed.
- **Delivery date may be considered a factor in determining an award.**
- The public bid opening will be held at 201 S. Union Street, 5th floor Conference Room, Montgomery, Alabama.
- **STATE LAWS:** All bidders are responsible for compliance with all laws and Executive Orders and opinions of the Attorney General of Alabama before doing business with a State Agency.
- The Retirement Systems of Alabama is exempt from paying Federal Excise Tax, state and local sales tax.

HITACHI IT HARDWARE & SOFTWARE ITB 14-017

PURPOSE

The purpose of this Invitation to Bid is to establish a twelve (12) month agreement for the purchase of HITACHI IT products including hardware, accessories and software manufactured and marketed by Hitachi currently or at any time during the term of this contract. The initial term of the agreement shall be for twelve (12) months. Up to four additional twelve-month agreement periods may be entered into under the same specifications, pricing, terms and conditions if proposed in writing by the Retirement Systems of Alabama (RSA) and accepted by the Contractor. **The successful bidder shall be required to execute, without modification, the “Agreement for Purchase of Hitachi IT Hardware and Software” accompanying this Invitation to Bid.**

BID PRICING

Bidders are requested to enter their bid as a percentage off (discount) the Manufacturer’s published GSA Price List on the attached **Price Sheet**. All bid pricing shall be deemed to include all costs associated with providing the specified product. No additional charges shall be allowed. All pricing is to be FOB destination. Bids must be valid for acceptance for a minimum of 30 days after bid opening. Discounts shall be firm for the initial term of the Agreement and any subsequent renewal periods.

BID EVALUATION AND AWARD

The bid will be awarded on an “all or none” basis to the lowest responsible bidder meeting all specifications, terms and conditions. RSA reserves the right to reject any or all bids and to waive any technical errors or discrepancies if, in their judgment, it would be in the best interest of RSA to waive such errors or discrepancies.

It is not a requirement to be a registered bidder with the State of Alabama to qualify to bid.

AWARD CRITERIA

Bidder is to place percentage discount (shown as a whole number with one decimal place) on the price sheet for each line item. The combined discount will be determined by the sum of the following calculations:

1. Hardware – Discount percentage multiplied by 75%
2. Software – Discount percentage multiplied by 15%
3. 1-year Hardware Maintenance – Discount percentage multiplied by 4%
4. 3-year Hardware Maintenance – Discount percentage multiplied by 4%
5. 1-year Software Maintenance – Discount percentage multiplied by 1%
6. 3-year Software Maintenance – Discount percentage multiplied by 1%

The qualified bidder offering the highest level of combined discounts will be considered low bidder.

E-VERIFY

In accordance with Act 2012-491, as a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or a state-funded entity to a business entity or employer that employs one or

more employees within the State of Alabama, the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify Program.

Bidders are required to submit a completed and notarized Certificate of Compliance with their bid. **(copy attached)** The successful bidder will be required to submit a copy of their entire E-Verify Memorandum of Understanding (MOU) issued by the U.S. Department of Homeland Security.

SALES TAX CERTIFICATION

Bidders are required to complete and submit with their bid, certification as required by the State of Alabama stating that the awarded bidder is appropriately registered to collect and remit state and local sales, use and lease taxes on all its sales and leases into the State of Alabama. Accordingly, each bid submitted must include certification that the bidder is not barred from bidding for or entering into a contract under Act 2006-557 and that the bidder acknowledges that the RSA may declare any contract awarded from this ITB void if the certification completed by the awarded bidder is false **(certification attached)**.

VENDOR DISCLOSURE

Bidders are required to complete and submit with their bid, a Vendor Disclosure Statement as required by Act 2001-955 **(copy attached)**.

INTENT TO AWARD

The Retirement Systems of Alabama will issue an “Intent to Award” before a final award is made. The “Intent to Award” will continue for a period of five calendar days, after which a final award will be made. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1 (14).

BID OPENING

Bids must be received no later than 5:00 P.M., August 27, 2014. Bids will be publicly opened August 28, 2014 at 10:00 A.M. in the 5th floor conference room of the RSA Headquarters Building located at 201 South Union Street, Montgomery, Alabama.

RESPONSIVE BIDDERS

Bidder shall certify as of the date of the submission of their bid response, the following:

Bidder must be a National, Super Regional, Developing, Gold, or Silver Channel Partners of Hitachi Data Systems.

Bidder must provide a letter of authorization from Hitachi Data Systems of their Channel partnership with the bid response in order for it to be considered. The bidder confirms to have sourced all Manufacturer products submitted in this offer from Manufacturer or through Manufacturer Authorized Channels only, in accordance with all policies applicable to Hitachi MACPs at the time of purchase. Bidder shall provide RSA with a copy of the End User license agreement and shall warrant that all Manufacturer software is licensed originally to RSA as the original licensee authorized to use the Manufacturer Software.

Bidders must identify the name and location of both the proposed primary account representative for Hitachi Data Systems and the Super Regional Partner who will be responsible for the performance of the agreement. **Bidder must enclose one copy of the current Hitachi Data Systems, Inc. published GSA Schedule with their bid.** The successful bidder must agree to provide current GSA Schedules to RSA upon request at any time during the term of the contract at no charge.

Include with your bid response complete details of your company's Return Merchandise Policy, including, but not limited to, amount of any restocking fee required, procedures, limitations, contact person and phone number.

DELIVERY

Delivery terms are F.O.B. Destination, 201 South Union Street, Montgomery, Alabama 36104. The term F.O.B. Destination shall mean delivered and unloaded inside the receiving dock of the RSA Building. All shipments must include a packing slip or invoice referencing the Retirement Systems of Alabama's purchase order number.

Delivery must be made within **20 business days** after receipt of purchase order, **excluding State of Alabama holidays**. All components necessary to meet the specifications must be delivered within this twenty (20) day time frame. RSA accepts deliveries Monday – Friday 8:00 A.M. to 5:00 P.M., excluding State of Alabama holidays. If necessary, awarded vendor will utilize expedited shipping at vendor's expense to meet delivery deadline requirements.

EQUIPMENT AND ACCESSORIES

All equipment must be new, unused, Original Equipment Manufacture, and cannot contain any used or reprocessed parts or used or reprocessed components. Previously owned, refurbished, demonstration or field equipment is not acceptable.

WARRANTY

Hardware and software products purchased from awarded bidder must be covered by Hitachi's standard warranty for that product. The warranty period shall commence on the date the product is received by the Retirement Systems of Alabama.

MAINTENANCE

Discounts should be quoted for one-year and three-year Hitachi Standard maintenance agreements. The maintenance agreement period shall commence on the date the product is received by the Retirement Systems of Alabama.

PRICE SHEET

HITACHI IT HARDWARE & SOFTWARE

ITB 14-017

QUOTE **PERCENTAGE DISCOUNT OFF** HITACHI DATA SYSTEMS, INC. GSA PRICE LIST:

Manufacturer	Hardware	Software	Professional Services	1-Yr Maintenance Hardware/Software	3-Yr Maintenance Hardware/Software
Hitachi	%	%	%	/ %	/ %

****Note** – Discounts as well as customer incentive programs in place at the time of sale will be passed on to the Retirement Systems of Alabama (RSA).

**RSA AGREEMENT
For Purchase of
HITACHI IT HARDWARE AND SOFTWARE**

This agreement is made and entered into this _____ day of _____, 2014, between **(Contractor)** and the Teachers' Retirement Systems of Alabama and the Employees' Retirement System of Alabama (hereafter referred to as the "Retirement Systems of Alabama" or "RSA") for the purchase of HITACHI IT Hardware and Software. Contractor agrees to supply Hitachi products at the rates specified in the Price Sheet, hereto attached, and in accordance with specifications, terms and conditions set forth in Invitation to Bid 14-017.

AGREEMENT PERIOD

The initial term of this agreement shall be from _____ through _____. Up to four additional 12-month Agreement periods may be entered into under the same specifications, pricing, terms and conditions if agreed upon in writing by both parties. In the event RSA elects to renew the Agreement for an additional twelve (12) month period, the contractor will be notified in writing at least sixty (60) calendar days prior to the commencement of the additional period involved, and the contractor shall accept or reject, in writing, said extension within fourteen (14) calendar days after receipt of said notice.

GENERAL CONDITIONS

The Contractor agrees to provide the products specified in Invitation to Bid #14-017, and any and all addenda and/or supporting documents to said Invitation to Bid, in accordance with the bid specifications, at the prices quoted by Contractor in its bid response.

CONTRACT DOCUMENTS

All specifications, terms and conditions set forth in the Retirement Systems of Alabama Invitation to Bid #14-017, including its schedules and addenda attached thereto, are fully a part of this Agreement, and with this document constitute the entire Agreement.

CONTRACTOR STATUS

It is understood that Contractor is an independent contractor and neither it nor its employees or agents shall be considered employees of the State of Alabama entitled to State of Alabama Merit System benefits.

E-VERIFY

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

APPLICABLE LAW

The laws of the State of Alabama shall govern the interpretation and performance of this Agreement. Matters governing the terms and conditions of employment of the employees of the Contractor are entirely within the cognizance of Contractor. The Retirement Systems of Alabama shall have no right to control any of the actions of the employees of the Contractor, except as provided herein. Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. Contractor warrants that it will comply with all applicable federal, state, and local laws, ordinances, orders, codes, and rulings governing equal employment opportunity, and further warrants that it will comply with such directives in all matters of employee health, safety and payment of wages and salaries. Contractor shall establish and maintain procedures and controls adequate to prevent its employment of any alien who is not legally eligible for such employment under the immigration laws of the Federal government.

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or constitutional provision or amendment, either now in effect, or which may, during the course of this agreement, be enacted, then that conflicting provision in the agreement shall be deemed null and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the board of Adjustment for the State of Alabama.

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

TERMINATION

Retirement Systems of Alabama shall have the right, at its sole option and discretion, to terminate this Agreement at any time without any default on the part of the contractor, by giving written notice to the contractor at least 30 calendar days prior to the effective date of termination. RSA shall have the right to terminate this Agreement immediately by written notice to the Contractor if the Contractor fails to execute the services promptly and to RSA's satisfaction, or fails to perform any obligation imposed by any provision of this Agreement. The Contractor at its sole option and discretion shall have the right to terminate this Agreement at any time by giving written notice to RSA at least 60 calendar days prior to the effective date of termination.

FORCE MAJEURE

Neither party shall be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party. Such acts shall include but not be limited to acts of God, riots, acts of war, acts of terrorism, governmental regulations superimposed after the act,

earthquakes, or other causes beyond the reasonable control of such party. In the event of any occurrence, which a party considers may cause a delay or failure of performance, such party shall promptly notify the other party in writing. Upon receipt of such written notice, the recipient shall have the option to terminate the Agreement in accordance with the guidelines set forth below in “**TERMINATION**”, or to continue the Agreement once the impediments to performance have been removed.

NONWAIVER

During the term of this Agreement, any failure of the Retirement Systems of Alabama to discover or reject unacceptable work or work performed not in accordance with the specifications, terms and conditions of the Agreement, shall not be deemed an acceptance thereof, nor a waiver of the Retirement Systems of Alabama’s right to a proper execution of the Agreement or any part of it by Contractor.

SEVERABILITY

In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under the laws of the jurisdiction governing the entire Agreement, such unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such unenforceable provisions had never been contained herein.

SUCCESSORS AND ASSIGNS

Contractor shall not assign the Agreement or any interest herein or any monies due or to become due hereunder in violation of the Code of Alabama, Section 41-16-29. The Retirement Systems of Alabama and any of its successors and assignees reserve the unconditional right to assign any or all of its rights, title, interest or obligations in and to this Agreement for any or all locations covered by this Agreement to any agencies or associated or affiliated governmental bodies. Upon the effective date of any such assignment, the assignor shall be released from all rights, titles, interests and obligations under that portion of the Agreement assigned and the assignee shall assume all such rights, titles, interests and obligations.

SUBCONTRACTING

The contractor shall be solely responsible to provide all items and services specified within Invitation to Bid 14-017. The contractor agrees that no portion of the services shall be subcontracted without written approval of Retirement Systems of Alabama. If contractor requests approval to subcontract any services specified herein, and approval is granted by Retirement Systems of Alabama, such subcontracting shall not be construed as to release the contractor from any obligation or responsibility under the specifications, terms, and conditions of the Invitation to Bid, nor diminish or modify any of its obligations stated herein. It shall be the responsibility of the contractor to negotiate with its subcontractor for remuneration for warranty services provided by subcontractor. Contractor shall absorb all charges by subcontractor for any

and all services provided to Retirement Systems of Alabama under the terms and conditions of ITB 14-017.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Retirement Systems of Alabama, its administrators, officers, employees and agents, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance or non-performance of the services under this Agreement. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person described in this text. The Contractor shall save harmless Retirement Systems of Alabama, its administrators, officers, employees and agents, from and indemnify it and them against all claims, liens, and suits for labor and material furnished by the Contractor. The Contractor shall defend on behalf of Retirement Systems of Alabama, its administrators, officers, employees and agents, and suits jointly against the Contractor and Retirement Systems of Alabama against Retirement Systems of Alabama alone, or against any administrator, officer, employee or agent of Retirement Systems of Alabama, for or arising out of any or all of the aforesaid causes. All claims against the State of Alabama or Retirement Systems of Alabama, or any of its administrators, officers, employees or agents by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, or any subcontractor under worker's compensation acts, disability benefits acts or other employee benefit acts.

PERMITS, LICENSES, FEES AND REGULATIONS

Contractor shall procure all permits and licenses, pay all charges, taxes and fees and give all notices necessary and incidental to the due and lawful prosecution of the Services. All cost therefore shall be deemed to be included in the prices listed on the Price Sheet of Invitation to Bid #14-017. Contractor shall comply with all Federal, State, County, and Municipal laws, regulations, and codes pertaining to the performance of the service.

DISCLOSURE OF INFORMATION

Contractor agrees that it will not, during or after the term of this Agreement, disclose any proprietary information or confidential business information of the Retirement Systems of Alabama and/or the State of Alabama, including but not limited to its costs, charges, operating procedures, methods of doing business, or correspondence to any person, firm, corporation, association, or other entity or to the general public for any reason or purpose whatsoever, without the prior written consent of the Retirement Systems of Alabama. Such confidential or proprietary information received by the Contractor shall be used by it exclusively in connection with the performance of the Services.

Contractor shall not issue or release for publication any articles or advertising or publicity matter relating to the Services performed by the Contractor hereunder or mentioning or implying the name of the Retirement Systems of Alabama, its agencies or its departments or their respective personnel, without the prior written consent of the Retirement Systems of Alabama.

BILLING

Invoices will be mailed to:

ATTN: ITS Purchasing
Retirement Systems of Alabama
P O Box 302150
Montgomery, Alabama 36130-2150

**RSA AGREEMENT
For Purchase of
HITACHI IT HARDWARE AND SOFTWARE**

FOR RETIREMENT SYSTEMS OF ALABAMA

BY: _____
David G. Bronner

TITLE: Chief Executive Officer

DATE: _____

REVIEWED BY: _____
Legal Counsel

FOR CONTRACTOR

BY: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

Retirement Systems of Alabama

VENDOR CERTIFICATION

(Required by Act 2006-557)

I hereby attest that _____ is appropriately registered to collect
(company name)
and remit sales, use and lease tax on all its sales and leases into the State of Alabama and is not
barred from bidding for or entering into a contract under ACT 2006-557. I hereby acknowledge
that the RSA may declare any contract awarded from this ITB void if this certification is false.

Authorized Signature

Date

Witness

State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM:

ADDRESS:

CITY, STATE, ZIP

TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD:

Retirement Systems of Alabama

ADDRESS:

201 S. Union Street, Montgomery, AL 36104

334-517-7130

CITY, STATE, ZIP

TELEPHONE NUMBER:

This form is provided with:

☐ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

State Agency/Department	Type of Goods/Services	Amount Received

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

State Agency/Department	Date Grant Awarded	Amount of Grant

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

Name of Public Official/Employee	Address	State Department/Agency
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2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

Name of Family member	Address	Name of Public Official/ Public Employee	State Department/ Agency Where Employed

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

Name of Paid Consultant/Lobbyist	Address

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature	Date
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Notary's Signature	Date	Date Notary Expires
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Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

State of _____

County of _____

**CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT
(ACT 2011-535, as amended by ACT 2012-491)**

DATE: _____

RE: Contract/Grant/Incentive (*describe by number or subject*):

_____ by and between

(Contractor/Grantee) and

(State Agency, Department of Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of **THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT** (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY: Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license and any business entity that is operating unlawfully without a business license.

EMPLOYER: Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

____(a) the Contractor/grantee is a business entity or employer as those terms are defined in Section 3 of the Act. The Contractor/Grantee must attach a copy of its complete *E-Verify Memorandum of Understanding* issued and electronically signed by the U.S. Department of Homeland Security when the business entity or employer enrolls in the E-Verify program to this Certificate of Compliance.

____(b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. Contractor/Grantee is enrolled in E-verify unless it is not eligible to enroll because of the rules of that program or other factor beyond its control.

Certified this _____ day of _____ 20 ____.

Name of Contractor/Grantee/Recipient

By: _____

Its: _____

The above Certification was signed in my presence by the person whose name appears above, on

This _____ day of _____ 20 ____.

WITNESS _____

Printed Name of Witness